

SERFF Tracking Number:	FRCS-125286877	State:	Arkansas
Filing Company:	Virginia Surety Company, Inc.	State Tracking Number:	AR-PC-07-026071
Company Tracking Number:	4807-F		
TOI:	20.0 Commercial Auto	Sub-TOI:	20.0003 Other
Product Name:	Collision Damage Waiver Filing		
Project Name/Number:	Vasurety/61		

Filing at a Glance

Company: Virginia Surety Company, Inc.

Product Name: Collision Damage Waiver Filing	SERFF Tr Num: FRCS-125286877	State: Arkansas
TOI: 20.0 Commercial Auto	SERFF Status: Closed	State Tr Num: AR-PC-07-026071
Sub-TOI: 20.0003 Other	Co Tr Num: 4807-F	State Status:
Filing Type: Form	Co Status: None	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Authors: Sean Cox, Kevin Wiggs	Disposition Date: 09/14/2007
	Date Submitted: 09/12/2007	Disposition Status: Approved
Effective Date Requested (New): 11/01/2007		Effective Date (New): 11/01/2007
Effective Date Requested (Renewal): 11/01/2007		Effective Date (Renewal): 11/01/2007

General Information

Project Name: Vasurety	Status of Filing in Domicile: Pending
Project Number: 61	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 09/14/2007	
State Status Changed: 09/13/2007	Deemer Date:
Corresponding Filing Tracking Number:	

Filing Description:

We have been retained by Virginia Surety Company, Inc. to make this filing on their behalf.

The enclosed forms are being filed on a Prior Approval basis. It is our understanding that the corresponding rates/rules are exempt from filing.

GENERAL PROGRAM OVERVIEW:

Collision Damage Waiver (CDW) - This program will be sold to consumers who are reserving their rental car from an on-line travel company. Coverage is provided to the insured individual and authorized drivers listed on the rental agreement

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if the rental car sustains physical damage during the term of the rental agreement. Coverage is also provided for loss of use, other collision damages such as fire, storm, theft or vandalism. Coverage is paid for per calendar day (example: rental period is 8am on 08/01/2007 to 8am 08/03/2007 the insured would be charged for three days of coverage even though the rental car is only rented for 48 hours).

Coverage Eligibility:

- * You must rent the vehicle in your own name and sign the rental agreement.
- * Your rental car agreement must be for a rental period of forty-five (45) consecutive days or less.
- * You must rent a vehicle that is designed to accommodate nine passengers or fewer.

The effective date of this filing is 11/1/07.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

Company and Contact

Filing Contact Information

(This filing was made by a third party - FC01)

Kevin Wiggs, Compliance Specialist	kevin.wiggs@firstconsulting.com
1020 Central	(800) 927-2730 [Phone]
Kansas City, MO 64105	(816) 391-2755[FAX]

Filing Company Information

Virginia Surety Company, Inc.	CoCode: 40827	State of Domicile: Illinois
175 West Jackson Blvd.	Group Code: 4254	Company Type:
Chicago, IL 60604	Group Name: The Warranty Group	State ID Number:
(800) 209-6206 ext. [Phone]	FEIN Number: 36-3186541	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No

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<i>Project Name/Number:</i>	<i>Vasurety/61</i>		
<i>Fee Explanation:</i>	<i>AR fee of \$50 per policy filing.</i>		
<i>Per Company:</i>	<i>No</i>		

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Virginia Surety Company, Inc.	\$50.00	09/12/2007	15586039

<i>SERFF Tracking Number:</i>	<i>FRCS-125286877</i>	<i>State:</i>	<i>Arkansas</i>
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	09/14/2007	09/14/2007

SERFF Tracking Number: *FRCS-125286877*

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Filing Company: *Virginia Surety Company, Inc.*

State Tracking Number: *AR-PC-07-026071*

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TOI: *20.0 Commercial Auto*

Sub-TOI: *20.0003 Other*

Product Name: *Collision Damage Waiver Filing*

Project Name/Number: *Vasurety/61*

Disposition

Disposition Date: 09/14/2007

Effective Date (New): 11/01/2007

Effective Date (Renewal): 11/01/2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Authorization	Approved	Yes
Form	Declaration Page	Approved	Yes
Form	Evidence of Coverage	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Declaration Page	CDW-DEC (6.07)	6-07	Declaration New s/Schedule		50.00	CDW-DEC 6-07_dist.pdf
Approved	Evidence of Coverage	CDW-EOC (6.07)	6-07	Certificate New		50.80	CDW-EOC 6-07_dist.pdf

DECLARATIONS PAGE
Virginia Surety Company, Inc.
[175 West Jackson Blvd., Chicago, IL 60604]

Policy Number:
[000-00-0000]

Policyholder:
[John Smith
P.O. Box 151
Anytown, TX 75791]

COLLISION DAMAGE WAIVER
TO REPORT A CLAIM UNDER THIS POLICY CALL [(XXX) XXX-XXXX]

Policy Effective Date: [XX/XX/XXXX] **Date Coverage Begins:** [XX/XX/XXXX]

Coverage Premium: [\$XX.XX] **Date Coverage Expires:** [XX/XX/XXXX]

PLEASE KEEP THIS POLICY IN A SAFE PLACE

[John Smith]
Secretary

[Jane Smith]
President

[insert name]
Collision Damage Wavier
Evidence of Coverage
Virginia Surety Company, Inc.
[175 West Jackson Blvd., Chicago, Illinois 60604]

A. DEFINITIONS:

Throughout this document, You and Your refer to the insured individual and **Authorized Drivers** indicated on the declaration page. We, Us, Our, and VSC refer to Virginia Surety Company, Inc. In addition, when in bold certain words and phrases are defined as follows:

Actual Cash Value means the amount an item is determined to be worth based on its market value, age and condition at the time of loss.

Administrator means [insert name]. You may contact them if you have questions regarding this coverage or would like to make a claim. They can be reached by [phone at [insert #]] [or] [email at [insert e-mail]].

Authorized Driver means a driver with a valid driver's license issued from their state of resident and indicated on the **Rental Car Agreement**.

Evidence of Coverage (EOC) means this document. It describes the terms, conditions, and exclusions (benefits We do not cover) that apply to each benefits. The **EOC** is the entire agreement between You and Us. Representations or promises made by anyone that are not contained in this document are not a part of Your benefits. It also includes any endorsements, riders, and amendments that are attached.

Rental Car means a land motor vehicle with four or more wheels, that is designed for use on public roads and which You have rented for the period of time shown on the **Rental Car Agreement**

Rental Car Agreement means the entire contract that You receive when renting a **Rental Car** from a rental car agency that describes in full all of the terms and conditions of the rental, as well as the responsibility of all parties under the **Rental Car Agreement**.

B. COVERAGE AGREEMENT:

Coverage is provided for the period of time shown on the **Rental Car Agreement**.

We will pay for the following on a [primary] [secondary] basis:

- a) Physical damage to a **Rental Car** that occurs while You are driving the **Rental Car** or while the **Rental Car** is left unattended during the rental period;
- b) [Reasonable and customary [rental charges] [loss of use charges] imposed by the rental car agency for the period of time the rental vehicle is out of service being repaired. [[Rental charges] [Loss of use charges] must be substantiated by a location and class specific fleet utilization log;]]
- c) [Any loss of, or damage to the **Rental Car** resulting from causes other than a collision (i.e. fire, storm, vandalism, or theft)]
- d) [Reasonable towing charges to the nearest factory authorized collision repair facility.]

[If You [or an **Authorized Driver's**] primary vehicle insurance or other coverage has made payments for a covered loss, We will cover Your deductible and any other eligible amounts not covered by other insurance.]

This coverage is not all-inclusive, which means it does not cover such things as personal injury, personal liability, or personal property. It does not cover You for any damages to other vehicles or property. It does not cover You for any injury to any other party.

C. ELIGIBILITY REQUIREMENTS:

To be eligible for coverage:

- You must rent the vehicle in your own name and sign the **Rental Car Agreement**.
- Your **Rental Car Agreement** must be for a rental period of [forty-five 45] consecutive days or less. Rental periods that exceed or are intended to exceed [forty-five 45] consecutive days are not covered.
- You must rent a vehicle that is designed to accommodate nine passengers or fewer.
- Rented vehicles must have a manufacturer's suggested retail price that does not exceed [insert limit] MSRP USD.

D. COVERAGE LIMITATIONS:

We will pay the lesser of the following:

- The reasonable and customary cost of repairs and [rental charges] [loss of use] while the **Rental Car** is being repaired; or
- The **Actual Cash Value** of the **Rental Car** less salvage.

E. EXCLUSIONS:

Coverage does not apply to:

- [Vehicles rented in [Israel], [Jamaica], or [the Republic of Ireland] or [Northern Ireland];]
- Vehicles not required to be licensed;
- All trucks, pickups, full-size vans mounted on truck chassis, jeep-type vehicles, campers, off-road vehicles, and other recreational vehicles.
- [All sport utility trucks. These are vehicles that have been or can be converted to an open, flat bed truck (including, but not limited to, Chevy Avalanche, GMC Envoy, and Cadillac Escalade EXT).]
- Trailers, motorbikes, motorcycles, and any other vehicle having fewer than four (4) wheels.
- Antique vehicles (vehicles that are more than twenty (20) years old or have not been manufactured for at least ten (10) years), or limousines.
- [Vehicles used for commercial or livery use whether or not licensed for such use (commercial use includes hauling or transporting materials or goods necessary to or reasonably considered to be engaged in a commercial or livery use).]
- Any rental vehicle that has an original manufacturer's suggested retail price that exceeds [insert limit] MSRP USD.
- [Any person not designated in the **Rental Car Agreement** as an **Authorized Driver**.]
- [Exotic vehicles including; Alfa Romeo, Aston Martin, Auburn, Avanti, Bentley, Bertone, BMC/Leyland, BMW M Series, Bradley, Bricklin, Clenet, Corvette, Cosworth, De Lorean, Excalibre, Ferrari, Iso, Jaguar, Jensen Healy, Lamborghini, Lancia, Lotus, Maserati, Mercedes Benz, MG, Morgan, Pantera, Panther, Pininfarina, Porsche, Rolls Royce, Rover, Stutz, Sterling, Triumph, and TVR.]
- Areas where precluded by law or in violation of the territory terms of the **Rental Car Agreement** or prohibited by individual merchants;
- Any loss which occurs if You or anyone traveling with You is in violation of the **Rental Car Agreement**;
- Any loss not reported to the rental car agency;
- [Failure to report the loss to the proper local authorities;]
- Any vehicle used off maintained roadways.
- [Misuse or abuse of vehicle when driven on roads that are not paved with cement or tarmac;]
- [Damage to any other vehicle, structure or person as a result of a covered loss;]
- [Any loss as the result of or attributed to driving the **Rental Car**: while under the influence of alcohol or any illegal substance or the abuse of a legal substance or while using any medication which recommends abstinence from driving;]
- [Any loss as the result of or attributed to driving the **Rental Car**: in a speed competition;]
- [Any loss as the result of or attributed to driving the **Rental Car**: for illegal trade purposes;]
- [Any loss as the result of or attributed to driving the **Rental Car**: transporting contraband;]
- [Damages due and confined to: a) wear and tear; b) freezing; or c) mechanical or electrical breakdown or failure;]

- [Any dishonest act or conversion;]
- [Loss due to or as a consequence of: a) radiation contamination; b) discharge of nuclear weapon (even if accidental); c) (declared or otherwise); d) civil war; e) insurrection; or f) rebellion or revolution;]
- [Waiver or assumption of expenses by the rental car agency;]
- [Expenses covered under any other policy of insurance;]
- [Any contents within the vehicle;]
- A **Rental Car Agreement** of more than [forty-five (45)] consecutive days.

F. HOW TO FILE A CLAIM:

To file a claim, You must contact the **Administrator** by [phone] [or] [email] within [ninety (90)] days of the accident date. Otherwise, the claim may be denied.

A claim form will be sent to You. The fully completed claim form must be returned to the **Administrator** at [address] with:

1. Copy of the rental agreement (front and back).
2. Copy of valid driver's license (front and back).
3. Police report verifying that the vehicle was stolen, vandalized, or involved in a collision.
4. Itemized repair estimate from an authorized collision repair facility. You must secure this log from the rental agency.
5. [Copy of the local rental offices class specific fleet utilization log, if [rental charges] [loss of use charges] are being claimed. You must secure this log from the rental agency.]
6. Any other documentation that the **Administrator** may reasonably request.

All these required items, including the claim form, must be postmarked within [one hundred and eighty (180)] days of the accident date. Otherwise, the claim may be denied.

G. GENERAL PROVISIONS:

Coverage is provided under a master policy of insurance issued by VSC. This **EOC** is a summary of benefits provided to You.

Cancellation and Non-Renewal. [insert policyholder] or VSC can cancel or choose not to renew this coverage. If this happens, [insert program] will notify You at least [sixty (60)] days in advance of the expiration of this coverage. Such notices need not be given if substantially similar replacement coverage takes effect without interruption and is provided by the same insurer. If the Group Policy for this **EOC** is canceled or non-renewed by either [insert policyholder] or VSC, the coverage benefits will continue to be in force for the period for which premium has already been paid to VSC. This only applies if there is compliance with all other terms, conditions, and exclusions of the Policy.

Claims. Benefits payable under this **EOC** for any loss will be paid upon receipt of proof of such claim and all required information necessary to support the claim.

All benefits payable will be payable to the insured individual or rental car agency. No person or entity other than You shall have any legal or equitable right, remedy or claim of insurance proceeds and/or damages under or arising out of this coverage.

Other Insurance. [Coverage is excess of any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity.] It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

Misrepresentation and Fraud. Coverage for You shall be void if, whether before or after a loss, You have concealed or misrepresented any material fact or circumstance concerning this coverage or the **Rental Agreement**. Coverage shall also be void if You commit fraud or false swearing in connection with this coverage or the **Rental Agreement**.

Subrogation. If payment is made under this **EOC**, We are entitled to recover such amounts from other parties or persons. Any party or person to or for whom We make payment must transfer to Us his or her rights to recovery against any other party or person. They must also do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from that person.

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Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	09/14/2007
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Comments:

Attachment:

AR - F777 Property and Casualty Transmittal Document _Form....pdf

Satisfied -Name:	Authorization	Review Status:	Approved	09/14/2007
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Comments:

Attachment:

Authorization VA Surety.pdf

AR Property & Casualty Transmittal Document


1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	Group NAIC #
The Warranty Group	4254

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Virginia Surety Company, Inc.	Illinois	40827	36-3186541	

5. Company Tracking Number	4807-F
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Kevin Wiggs C/o First Consulting & Admin. 1020 Central, Suite 201 Kansas City, MO 64105	Compliance Specialist	(800) 927-2730, ext 2736	(816) 391-2755	Kevin.wiggs@firstconsulting.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Kevin Wiggs		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	20 – Commercial Auto
10. Sub-Type of Insurance (Sub-TOI)	20.0000 – Commercial Auto
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Collision Damage Waiver
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 11/1/07, or upon approval Renewal:
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	9/12/2007
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	4807
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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This program will be sold to consumers who are reserving their rental car from an on-line travel company. Coverage is provided to the insured individual and authorized drivers listed on the rental agreement if the rental car sustains physical damage during the term of the rental agreement. Coverage is also provided for loss of use, other collision damages such as fire, storm, theft or vandalism. Coverage is paid for per calendar day (example: rental period is 8am on 08/01/2007 to 8am 08/03/2007 the insured would be charged for three days of coverage even though the rental car is only rented for 48 hours).

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- * You must rent the vehicle in your own name and sign the rental agreement.
- * Your rental car agreement must be for a rental period of forty-five (45) consecutive days or less
- * You must rent a vehicle that is designed to accommodate nine passengers or fewer.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: N/A - EFT Amount: \$50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

To: The Insurance Commissioner

Date: _____

Authorization

This Authorization, or a copy thereof, will authorize the consulting firm of First Consulting & Administration, Inc., Kansas City, Missouri, to represent this Company in matters related to forms and rates before the Insurance Department.

This Authorization shall be valid for a period of one year and renewable for a like period at the end of each term until terminated by the Company.

Company Name: Virginia Surety Company, Inc.

Officer Signature: Stephanie D. Smith

Title: Vice President